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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

BERNADETTE ROBERTS,

Debtor.

CASE NO. 10-16314-REG

Chapter 7

BERNADETTE ROBERTS,

Plaintiff,

v.

USA FUNDS,

Defendant.

ADV. PRO. NO. 13-01461-REG

**STIPULATION AND CONSENT ORDER (i) AUTHORIZING EDUCATIONAL CREDIT
MANAGEMENT CORPORATION TO INTERVENE AS A DEFENDANT, AND (ii)
DISCHARGING STUDENT LOANS**

IT IS HEREBY STIPULATED by and between Bernadette Roberts (“Plaintiff”) and Educational Credit Management Corporation (“ECMC”), that the following facts are true and that judgment be entered in this matter as follows:

1. Plaintiff executed two (2) Stafford student loan promissory notes, each in the amount of \$8,500 and disbursed on or about February 10, 2003 (together, the “Notes”). As of September 16, 2013, the total amount outstanding on the Notes, inclusive of accrued interest, was \$25,849.50. Interest accrues on the Notes at an aggregate of \$1.34 per diem.

2. ECMC is a private, nonprofit corporation and a guaranty agency under the FFELP. ECMC is a Minnesota corporation with its principal place of business located at 1 Imation Place, Oakdale, MN 55128.

3. The guarantor under the Notes, USA Funds, Inc., transferred all right, title, and interest in the Notes to ECMC on or about September 16, 2013. ECMC is the current holder and owner of the Notes.

4. The Notes evidence student loans made to Plaintiff under a program funded in whole or in part by a governmental unit or nonprofit institution within the meaning of 11 U.S.C. § 523(a)(8). The program, referred to as the Federal Family Educational Loan Program (“FFELP,” formerly known as the Guaranteed Student Loan Program), was established by the Higher Education Act of 1965, as codified at 20 U.S.C. § 1071 *et seq.* (the “Higher Education Act”)

5. Plaintiff alleges that repayment of her student loan obligations would cause an undue hardship on her and her dependents. Plaintiff claims an inability to work due to existing medical conditions.

6. Based on those conditions, Plaintiff and ECMC agree that requiring Plaintiff to repay the Notes would impose an undue hardship on Plaintiff and her dependents, and are therefore dischargeable under 11 U.S.C. § 523(a)(8), and consent to such discharge, effective upon entry of this Order.

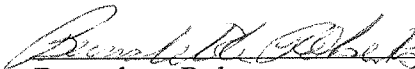
7. Plaintiff agrees not to seek or apply for any educational loans through any program authorized under Title IV of the Higher Education Act, for a period of three (3) years after entry of this Order.

8. ECMC is hereby authorized to intervene as a defendant in this adversary proceeding.


9. Each party shall bear its own costs.

SO STIPULATED.

Dated: 3-23-15


Bernadette Roberts
P.O. Box 690023
Bronx, NY 10469

Dated: 3-30-15


Jeffrey D. Vanacore, Esq.
Perkins Coie LLP
30 Rockefeller Plaza, 22nd Floor
New York, NY 10112-0085
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Dated: 4-6-15

/s/Kenneth L. Baum
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New York, NY 10022
Attorneys for ECMC

SO ORDERED.

Dated: New York, New York
_____, 2015

United States Bankruptcy Judge